

BILL NO. S-77-08-29

SPECIAL ORDINANCE NO. S-187-77

AN ORDINANCE approving a contract with Gladieux Refinery, Inc. for for blanket purchase order from 9/1/77 thru 8/31/78.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. #798 dated July 22, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Gladieux Refinery, Inc. for:

Blanket purchase order for fuel from 9/1/77 through 8/31/78, for an estimated cost of \$127,100.26, all as more particularly set forth in said bid document Ref. No. 798 and City Utilities Purchase Order B-9155, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and afters its passage and approval by the Mayor.

William T. Long
Councilman

APPROVED AS TO FORM
AND LEGALITY.

Larry Brown
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by

Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-23-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga,

seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	_____	_____	_____	<u>✓</u>	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-13-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE

(~~RESOLUTION~~) No. S-187-77 on the 13th day of September, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th

day of September, 1977, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of September, 1977

at the hour of 3:30 o'clock _____

Robert Elmer Long
MAYOR

Bill No. S-77-08-29

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Gladteux Refinery, Inc. for blanket purchase order
from 9/1/77 thru 8/31/78

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 120 PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James S. Stier

Vivian G. Schmidt

Paul M. Burns

Fredrick Hunter

9-13-77 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

Memorandum

65-20-17 8/15/77

To H.P. Wehrenberg, Board of Public Works

Date August 10, 1977

From Purchasing Department

Subject Bid Reference No. 798 - Fuel Oil & Diesel Fuel - Various Departments

COPIES TO:

Enclosed you will find Bid Documents (Bid No. 798) relating to the following Purchase Orders:

Vendor	P.O.No.	Item Description	Price Per Gallon	Estimated Quantity Gallons	Estimated Total Cost
Gladieux Ref.	B4-01116 B-9155	#2 Fuel Oil Tank Del.	.3975	13,900	5,525.25
"	"	#2 Fuel Oil Transport	.3766	152,100	57,280.86
"	"	#1 Fuel Oil	.4250	2,000	850.00
"	"	#2 Diesel Fuel Transport Del.	.3677	160,000	58,832.00
"	"	Special Diesel Mix	.3899	26,000	10,137.40
				Sub Total	132,625.51
Industrial Fuel Oil Company	B9156	#5 Fuel Oil	.3790	106,000	40,174.00
Lassus Fuel Oil Company	B4-01118	#2 Diesel Fuel Tank Del.	.434	4,000	1,736.00

Estimated Total of Bid \$174,535.51

The following documents are attached in support of the recommendation of acceptance of above offerings.

1. Copy of Tabulation Sheet
2. Copy of Mailing List
3. Copies of Bids received
4. Purchase Orders B4-01116, B4-01118, B-9155, and B-9156.

Twenty-One (21) Vendors were invited to Bid - Four (4) Bids were received.

As the Bid Tabulation Sheet indicates, the Bid was awarded to the lowest bidders. Item #4 - #2 Diesel Fuel for Tank Truck delivery - Summit City Standard offered an alternate at a lower price than Lassus Fuel Oil Company however, their offering did not meet specifications of the Bid in that they offered #2 Fuel Oil which is used in furnaces only. The 4,000 gallon estimated quantity on this item is used by the Park Department in equipment which requires a mixture with diesel fuel additives.

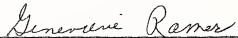
Subject: Bid Reference No. 798

Please note that all prices quoted by the Vendors were quoted with an Escalator Clause, therefore above amount of \$174,535.51 is an estimated total of prices as quoted in the respective Bids.

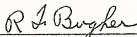
On Item #4 - Transport delivery of #2D Diesel Fuel for a total estimated quantity of 160,000 gallons - the bid was awarded to Gladieux Refinery who quoted the lowest offering at \$0.3677 per gallon. At the bid opening, Mr. Jim Majors, representing Gladieux Refinery informed Purchasing that there had been a mistake made and that it should have been quoted at \$0.3766 per gallon. Since this was an error on their part Gladieux has informed Purchasing that they will honor the quoted amount as it appears on their bid.

The above Blanket Orders, if approved by Council, will be for the period from September 1, 1977 thru August 31, 1978.

Please process all of the attached documents for Council approval. Please make certain that no confirming Purchase Order numbers are communicated to any of the above Vendors until evidence of approval is furnished to the Purchasing Department.



Genevieve Ramer



R. F. Bugher

GVR/gb

Tabulation of Bid:

Bid Reference No.: 798

Closing Date August 8, 1977

Gladioux Refinery
4133 New Haven Avenue
Fort Wayne, Indiana
46803
INUIT/COMP.
A/A - ? - AFD/COMP.
C/W 6768 - \$893.32

Lassus Fuel Oil Co.
1815 East Wayne St.
Fort Wayne, Indiana
46803
INUIT/COMP.
A/A Attached
AFD/COMP. B.D. SURETY

Provincial Fuel Oil
909 Wells Street
Fort Wayne, Indiana
46808
INUIT/COMP. - AFD/COMP.
A/A Attached
B.D. SURETY - COMP.

Summit City Standard
1001 Leesburg Road
Fort Wayne, Indiana
46808
INUIT/COMP. - AFD/COMP.
A/A - ON FILE
B.D. SURETY - COMP.

Item #1 - Tank Truck Delivery

#2 Fuel Oil

Firm Price
Escalator Price
.3975/gal.

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
.4325

Item #1 - Transport Delivery

#2 Fuel Oil

Firm Price
Escalator Price
.3766/gal.

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
.3885

Item #2

#5 Fuel Oil

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
.3790/gal.

Firm Price
Escalator Price
No Bid

Item #3

#1 Fuel Oil

Firm Price
Escalator Price
.4250/gal.

Firm Price
Escalator Price
46.4

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
.4625

Item #4 - Tank Truck Delivery

#2D Diesel Fuel

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
43.4

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
est. 4325
.4425

Item #4 - Transport Delivery

#2D Diesel Fuel

Firm Price
Escalator Price
.3677/gal.

Firm Price
Escalator Price
.3795

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
est. 3885
.4025

Item #5

Special Diesel Mix

Firm Price
Escalator Price
.3899/gal.

Firm Price
Escalator Price
44.4

Firm Price
Escalator Price
No Bid

Firm Price
Escalator Price
.441

Tabulation of Bid:

Bid Reference No.: 798Closing Date August 8, 1977Smith Petroleum, Inc.
P. O. Box 5034
Fort Wayne, Indiana
46801

<u>Item #1 - Tank Truck Delivery</u> #2 Fuel Oil	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #1 - Transport Delivery</u> #2 Fuel Oil	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #2</u> #5 Fuel Oil	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #3</u> #1 Fuel Oil	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #4 - Tank Truck Delivery</u> #2D Diesel Fuel	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #4 - Transport Delivery</u> #2D Diesel Fuel	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price
<u>Item #5</u> Special Diesel Mix	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price	Firm Price Escalator Price

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Gladieux Refinery, Inc.
4133 New Haven Avenue
Fort Wayne, Indiana 46803

65-20-17 81157

ORIGINAL B 9155
PURCHASE ORDER NO. 1000000000

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE August 11, 1977

SHIP TO --

Filtration Plant
City Utilities Garage
Water Pollution Control Plant

MAIL ALL INVOICES TO --
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		BLANKET PURCHASE ORDER - From September 1, 1977 thru August 31, 1978			
	<u>Approx</u>				
	13,900	ITEM #1 Gals - #2 Fuel Oil - Tank Truck Delivery		.3975/gal	
	152,100	" " " " - Transport Delivery		.3766/gal	
	2,000	ITEM #3 Gals - #1 Fuel Oil - Tank Truck Delivery		.4250/gal	
	160,000	ITEM #4 Gals - #2D Diesel Fuel - Transport Delivery		.3677/gal	
	26,000	ITEM #5 Gals - Special Diesel Mix		.3899/gal	
<p>NOTE: Any further price increase or decrease is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Per Bid Reference #798</p> <p>The using departments will order against this Blanket Order, as needed, on their Departmental Purchase Orders.</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>ACL/gvr</p>					

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY _____ CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

65-20-17 915/77

ORIGINAL
PURCHASE ORDER NO. B-9156

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE August 11, 1977

Industrial Fuel Oils, Inc.
909 Wells Street
Fort Wayne, Indiana 46802

SHIP TO —

Filtration Plant

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
		BLANKET PURCHASE ORDER From September 1, 1977 thru August 31, 1978			
	Approx 106,000	ITEM #2 Gals - #5 Fuel Oil		.3790/gal	
<p>Note: Any further price increase or decrease is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.</p> <p>Per Bid Reference #7001</p> <p>The using departments will order against this Blanket Order, as needed, on their Departmental Purchase Orders.</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>ACL/gvr</p>					

APPROVED
Board of Public Works

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER
B 4- 01116

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

DATE August 11, 1977
REF. NO.
REQ. NO.

~~Fire Dept., Police Dept., City Engineer's
Office, Street Dept., Water Dept., Humane
Shelter, Street Engineering, Police Dept.~~

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

Gladioux Refinery, Inc.
4133 New Haven, Ave
Fort Wayne, Indiana 46803

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DELIVER TO:-
DEPARTMENT
OR DIVISION

DATE
WANTED }

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

APPROPRIATION
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
BLANKET PURCHASE ORDER - From				
September 1, 1977 thru August 31, 1978				
NOTE				
↓				
READ				
INSTRUCTIONS ON THE BACK OF THIS ORDER				
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC. NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.				
EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.				
IND. SALES TAX EXEMP. CERTIF. NO. 34508				
IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.				
13,900	gals	#2 Fuel Oil - Tank Truck Delivery	.3975/gal	
152,100	gals	" " " - Transport Delivery	.3766/gal	
2,000	gals	#1 Fuel Oil - Tank Truck Delivery	.4250/gal	
160,000	gals	#2D Diesel Fuel - Transport Delivery	.3677/gal	
26,000	gals	Special Diesel Mix	.3899/gal	
Note: Any further price increase or decrease is to be substantiated by source documentation reflecting the reason for price change before shipment to buyer.				
Per Bid Reference #798				
The using departments will order against this Blanket Order, as needed, on their Departmental Purchase Orders.				
SUBJECT TO COUNCILMANIC APPROVAL				
ACL/cvr				

City Controller

Per

Director of Purchases

Per

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Park Department

Lassus Fuel Oil Company
1815 East Wayne St.
Fort Wayne, Indiana 46802

DELIVER TO:-

DEPARTMENT
OR DIVISION

ADDRESS

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

B 4- 01118

DATE August 11, 1977

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<p><u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)</p> <p>BLANKET PURCHASE ORDER</p> <p><u>From September 1, 1977 thru August 31, 1978</u></p>				
Approx				
4,000	gals	<p><u>ITEM #4</u></p> <p>#2D Diesel Fuel - Tank Truck Delivery</p>	.434/gal	
<p>NOTE</p> <p>↓</p> <p>READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, AG- REES TO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>INO. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION, KINDLY RETURN IT WITH AN EXPLANATION.</p>				
<p>APPROVED</p> <p>Board of Public Works</p> <p>Per Bid Reference #798</p> <p>The using departments will order against this Blanket Order, as needed, on their Departmental Purchase Orders.</p> <p>SUBJECT TO COUNCILMANIC APPROVAL</p> <p>ACL/gvr</p>				

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller

Director of Purchases

Per

Per

Bid Reference No. 798	Cards Mailed	Bids Picked Up	Bids Mailed
Date 8-8-77			
Vendors Name & Address			
Fortmeyer's, Inc. P. O. Box 2601 Fort Wayne, Indiana 46801	7-25-77		
Superior Fuel Company 919 Wells Street Fort Wayne, Indiana 46808	7-25-77		
Gladioux Oil Sales, Inc. 4133 New Haven Avenue Fort Wayne, Indiana 46803	7-25-77	7-27-77	
Rolf Coal & Fuel Corporation 1702 South Fairfield Fort Wayne, Indiana 46804	7-25-77		
Smith Petroleum 2920 Connett Avenue Fort Wayne, Indiana 46801	7-25-77	8-2-77	
Thornhill Oil Company 437 West Jefferson Fort Wayne, Indiana 46802	7-25-77		
Sinclair Refinery 1512 Hayden Street Fort Wayne, Indiana 46803	7-25-77		
Gulf Oil Company P. O. Box 427 Parkridge, Illinois 60068			July 25, 1977
Lassus Fuel Oil Company 1815 East Wayne Street Fort Wayne, Indiana 46803	7-25-77	8-1-77	
Industrial Fuel Oils, Inc. 909 Wells Street Fort Wayne, Indiana 46808	7-25-77	8-2-77	
Indland Oil Inc. 3204 Lower Huntington Road Fort Wayne, Indiana 46809	7-25-77		

Bid Reference No. 798

Date 8-8-77

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Shell Oil Company
c/o B. R. Hallenshead
4017 Vineland
Fort Wayne, Indiana 46805

7-25-77

Summit City Standard
Standard Oil Company-American
1001 Leesburg Road
Fort Wayne, Indiana 46808

7-25-77

8-2-77

Carsten-McDougall-Wingett, Inc.
2910 Connett Avenue
Fort Wayne, Indiana 46804

7-25-77

Aero Oil Company
1825 West Main Street
Fort Wayne, Indiana 46808

7-25-77

Mobil Oil Company
3919 Mobile Avenue
Fort Wayne, Indiana 46805

7-25-77

Allen County Co-Operative
440 Mourey
New Haven, Indiana 46774

7-25-77

United Oil Corporation
3930 Northrop Avenue
Fort Wayne, Indiana 46805

7-25-77

Amoco Oil Company - Standard Oil Co.
P.O. Box 78
Granger, Indiana 46530
Attention: Mr. Bud Miller

July 25, 1977

Union Oil Company
3910 Northrop
Fort Wayne, Indiana 46805

7-25-77

Marathon Oil Company
1415 Directors Row
Fort Wayne, Indiana 46808

7-25-77

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037**DEPARTMENT OF PURCHASES**

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:Department or Division As Required by Various Departments

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing _____

Time of Bids Monday - August 8, 1977 - 10:30 A.M.

TAKEN: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Estimated Annual Requirements of Fuel Oils and Diesel Fuel Oil from September 1, 1977 thru August 31, 1978		
<u>Estimated Qty</u>		<u>Principal Bid - Firm Prices only</u>		
		<u>Item #1</u>		
<u>66,000</u>	gal	No. 2 Fuel Oil, per Specifications		
		<u>Item #2</u>		
<u>66,000</u>	gal	No. 5 Fuel Oil, per Specifications		
		<u>Item #3</u>		
<u>2,000</u>	gal	No. 1 Fuel Oil, per Specifications		
		<u>Item #4</u>		
<u>64,000</u>	gal	No. 2 Diesel Fuel, per Specifications		
		<u>Item #5</u>		
<u>2,500</u>	gal	Special Diesel Mix, per Specifications		
		<u>Alternate #1 - Prices with Escalator Clause - per Specifications</u>		
		Each Bidder must submit a current 1977 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: _____ Attached: _____		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☒ NO ☐ YES

See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.**PROPOSAL OR BID**

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order **✓****IMPORTANT**

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

GLADIEUX REFINERY, INC.

Per

James M. Blasing President

Address

4133 NEW HAVEN, AVE.

City

FORT WAYNE, INDIANA

Date

AUG 5, 1977Page 1 of 12Ref. No. 798Date July 22, 1977

Date wanted _____

Fund _____
Appropriation No. _____

FUEL OIL TERM CONTRACT

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of Bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the various Departments of the City as needed and ordered beginning on September 1, 1977, and ending August 31, 1978.

Each release for delivery shall be evidenced by a Blanket Purchase Order issued on behalf of the using Department. A Departmental Purchase Order will be issued, against the Blanket Order, and scheduled by the using Department as required. Deliveries generally will be made by metered tank trucks, except that when transport deliveries of 5000 gallons or more are scheduled in not over two stops, this method may be used. Transport deliveries shall be metered.

GRADE:

The fuel oil shall be free from acid, grit, and fibrous or other foreign matter likely to clog or injure the burner or valves.

PRICING - INVOICING:

The Bidder's price shall include all delivery charges and be submitted in the Bidder's proposal section included herein.

AWARD:

The prices shall be quoted in the units requested; however, the City reserves the right to accept or reject any item in the bid, or award the contract to one or more suppliers.

Fuel Oil Term Contract - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

ITEM #1 - SPECIFICATIONS#2 FUEL OIL

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °F.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 166,000 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTIONTank Truck Delivery

No. 2 Fuel Oil -	Principal Bid -	Firm Price per Gallon	\$ _____
No. 2 Fuel Oil -	Alternate #1 -	Escalator Clause Price per Gallon	\$ <u>3975</u>

Transport Delivery

No. 2 Fuel Oil -	Principal Bid -	Firm Price per Gallon	\$ _____
No. 2 Fuel Oil -	Alternate #1 -	Escalator Clause Price per Gallon	\$ <u>3766</u>

Item #1 - Specifications - Continued#2 FUEL OIL STORAGE FACILITIES

<u>Fuel Oil Tank Size</u>	<u>Location</u>	<u>Department</u>
1. 1,500	#13 Fire Station 1103 East California Road	Fire Department
2. 6,000	East Side of Building	Humane Shelter
3. 550	Historical Museum	Park Department
4. 275	Office, Lawton Park	Park Department
5. 275	Carpenter Shop Lawton Park	Park Department
6. 275	Asphalt Plant Sherman & Pape Streets	Park Department
7. 275	Paint Shop Lawton Park	Park Department
8. 275	Storage - Rear of 226 West Washington Blvd	Fire Department
9. 10,000	2601 Dwenger Avenue	Sewage Treatment
10. 10,000	1705 South Lafayette St.	Garage

Note: Not limited to the above locations

Item #2 - SpecificationsNo. 5 FUEL OIL

Approximately 106,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1977 through August 31, 1978. Transport refinery sealed acceptable.

Principal Bid - Firm Price - Per Gallon \$ _____

Alternate #1 - Escalator Clause Price - Per Gallon \$ _____

Item #3 - SpecificationsNo. 1 FUEL OIL

Approximately 2,000 Gallons of #1 Fuel Oil for the year 1977-1978.

Principal Bid - Firm Price - Per Gallon \$ _____

Alternate #1 - Escalator Clause Price - Per Gallon \$ 4250 _____

To be delivered to various Departments, as required from September 1, 1977 thru August 31, 1978.

Item #4 - SpecificationsNo. 2D Diesel Fuel

Approximately 164,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1977-1978 as per specifications.

RECOMMENDED FUEL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphur (ASTM-D129)	Maximum 0.3%
DISTILLANTINN (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

Tank Truck Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price -	Per Gallon \$ _____
Alternate #1 - Escalator Clause Price -	Per Gallon \$ _____

Transport Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price -	Per Gallon \$ _____
Alternate #1 - Escalator Clause Price -	Per Gallon \$ <u>3677</u> _____

To be delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and Various Departments, as required for 1977 - 1978.

Item #5 - SpecificationsSpecial Diesel Mix

Approximately 26,000 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Tank Delivery - Special Diesel Mix

Principal Bid - Firm Price

Per Gallon \$ _____

Alternate #1 - Escalator Clause Price -

Per Gallon \$ 3899

To be used by the Fire Department as required September 1, 1977 thru August 31, 1978. (Delivery to Various Fire Stations - Filtration Plant, 2601 Dwenger St. - Lawton Park, Part Department).

Alternate #1 - Specifications

Bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (Herein-after referred to as "Base Date") to the board having authority to award contracts. Any increase (or decrease) in the bidder's costs of materials and supplies after the base date shall be determined, one month in advance of any projected price change, and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to the bidder from the bidder's source of supply.

Bidder may reserve the right to allocate its product to its customer in a fair and equitable manner, if necessary, due to the reduction of the allocation from

Alternate #1 - Specifications - Continued

the source of supply to the bidder in accordance with any directives for mandatory allocation issued by an appropriate agency of the Federal Government.

NON-COLLUSION AFFIDAVIT


STATE OF INDIANA,

-----ALLEN----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

-----JAMES M. GLADIEUX (PRESIDENT)-----


Bidder or Agent

For -----GLADIEUX REFINERY INC.-----

Firm or Corporation

Subscribed and sworn to before me this FIFTH day of -----AUGUST-----, 1977.

My Commission Expires

October 27, 1979-----



REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 22, 1977

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department City Utilities Department of Purchases
4th Floor - City County Building City of Fort Wayne
Address One Main Street, Fort Wayne, Indiana
By [Signature]

BIDS WANTED - REFERENCE NO. 798

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - August 8, 1977 at 10:30 A.M. for the following items:

Annual Requirements of the following:

#2 Fuel Oil
#5 Fuel Oil
#1 Fuel Oil
#2D Diesel Fuel Oil
Special Diesel Mix

Affirmative Action is necessary.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By [Signature] A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

7-25-77

8-1-77

LEGAL NOTICE X

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Six Thousand Eight Hundred Ninety Three Dollars

and 37/100 Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. 6768 in the sum of Six Thousand Eight Hundred Ninety

Three Dollars and 37/100 Dollars

on Peoples Trust And Savings Bank

of Fort Wayne, Indiana

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute
Some other Form. (Use of any other
Form will Disqualify your Bid.)

(see 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

SURETY

Gladieux Refinery Inc.

Name of Bidder—Print or Type

By James M. Gladieux
Signature of Person Authorized to Sign

Title President

4133 New Haven, Ave.
Street Name and Number

Fort Wayne, Indiana 46803
City, State and Zip Code

Date August 5, 1977

Name of Company — Print or Type

Incorporated

In the State of:

Address:

By

Sign on this Line

Date

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services for the department as mentioned, with delivery to destination as shown below. Questions shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department As Required by Various Departments-
or Division

Page 1 of 12Ref. No. 798Date July 22, 1977

Date wanted _____

Fund _____
Appropriation No. _____

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing _____
Time of Bids Monday - August 8, 1977 - 10:30 A.M.

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 54448. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 18 on reverse hereof for details.
TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Estimated Annual Requirements of Fuel Oils and Diesel Fuel Oil from September 1, 1977 thru August 31, 1978		
<u>Estimated Qty</u>		<u>Principal Bid - Firm Prices only</u>		
		Item #1		
65,000	gal	No. 2 Fuel Oil, per Specifications		
		Item #2		
65,000	gal	No. 5 Fuel Oil, per Specifications		
		Item #3		
2,000	gal	No. 1 Fuel Oil, per Specifications	46.4	
		Item #4		
64,000	gal	No. 2 Diesel Fuel, per Specifications	37.95	
		Transport delivery		
		Item #5	43.4	
26,000	gal	Special Diesel Mix, per Specifications	44.4	
		<u>Alternate #1 - Prices with Escalator Clause - per Specifications</u>		
		Each Bidder must submit a current 1977 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: _____ Attached: <u>X</u>		

Bid Bond required NO YES 5% Performance Bond NO YES _____
See instruction item No. 16 on reverse side hereof.

Terms Net % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

By James Earl Oil Inc
Name of Company
For E. Earl Oil Inc Title Sec - 1111
Address 1815 E. Wayne
City Ft. Wayne Ind Date 8-5-17

FUEL OIL TERM CONTRACT

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of Bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the various Departments of the City as needed and ordered beginning on September 1, 1977, and ending August 31, 1978.

Each release for delivery shall be evidenced by a Blanket Purchase Order issued on behalf of the using Department. A Departmental Purchase Order will be issued, against the Blanket Order, and scheduled by the using Department as required. Deliveries generally will be made by metered tank trucks, except that when transport deliveries of 5000 gallons or more are scheduled in not over two stops, this method may be used. Transport deliveries shall be metered.

GRADE:

The fuel oil shall be free from acid, grit, and fibrous or other foreign matter likely to clog or injure the burner or valves.

PRICING - INVOICING:

The Bidder's price shall include all delivery charges and be submitted in the Bidder's proposal section included herein.

AWARD:

The prices shall be quoted in the units requested; however, the City reserves the right to accept or reject any item in the bid, or award the contract to one or more suppliers.

Fuel Oil Term Contract - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

ITEM #1 - SPECIFICATIONS#2 FUEL OIL

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °C.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 166,000 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTIONTank Truck Delivery

No. 2 Fuel Oil	-	Principal Bid -	Firm Price per Gallon	\$ _____
No. 2 Fuel Oil	-	Alternate #1 - Escalator Clause Price	per Gallon	\$ _____

Transport Delivery

No. 2 Fuel Oil	-	Principal Bid -	Firm Price per Gallon	\$ _____
No. 2 Fuel Oil	-	Alternate #1 - Escalator Clause Price	per Gallon	\$ _____

Item #1 - Specifications - Continued#2 FUEL OIL STORAGE FACILITIES

<u>Fuel Oil Tank Size</u>	<u>Location</u>	<u>Department</u>
1. 1,500	#13 Fire Station 1103 East California Road	Fire Department
2. 6,000	East Side of Building	Humane Shelter
3. 550	Historical Museum	Park Department
4. 275	Office, Lawton Park	Park Department
5. 275	Carpenter Shop Lawton Park	Park Department
6. 275	Asphalt Plant Sherman & Pape Streets	Park Department
7. 275	Paint Shop Lawton Park	Park Department
8. 275	Storage - Rear of 226 West Washington Blvd	Fire Department
9. 10,000	2601 Dwenger Avenue	Sewage Treatment
10. 10,000	1705 South Lafayette St.	Garage

Note: Not limited to the above locations

Item #2 - SpecificationsNo. 5 FUEL OIL

Approximately 106,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1977 through August 31, 1978. Transport refinery sealed acceptable.

Principal Bid - Firm Price - Per Gallon \$ _____

Alternate #1 - Escalator Clause Price - Per Gallon \$ _____

Item #3 - SpecificationsNo. 1 FUEL OIL

Approximately 2,000 Gallons of #1 Fuel Oil for the year 1977-1978.

Principal Bid - Firm Price - Per Gallon \$ _____

Alternate #1 - Escalator Clause Price - Per Gallon \$ 46.14

To be delivered to various Departments, as required from September 1, 1977 thru August 31, 1978.

Item #4 - SpecificationsNo. 2D Diesel Fuel

Approximately 164,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1977-1978 as per specifications.

RECOMMENDED FUEL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphus (ASTM-D129)	Maximum 0.3%
DISTILLANTINN (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

Tank Truck Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price -	Per Gallon \$ _____
Alternate #1 - Escalator Clause Price -	Per Gallon \$ <u>43.4</u>

Transport Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price -	Per Gallon \$ _____
Alternate #1 - Escalator Clause Price -	Per Gallon \$ <u>37.95</u>

To be delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and Various Departments, as required for 1977 - 1978.

Item #5 - SpecificationsSpecial Diesel Mix

Approximately 26,000 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Tank Delivery - Special Diesel Mix

Principal Bid - Firm Price

Per Gallon \$ _____

Alternate #1 - Escalator Clause Price -

Per Gallon \$ 44.4

To be used by the Fire Department as required September 1, 1977 thru August 31, 1978. (Delivery to Various Fire Stations - Filtration Plant, 2601 Dwenger St. - Lawton Park, Part Department).

Alternate #1 - Specifications

Bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (Herein-after referred to as "Base Date") to the board having authority to award contracts. Any increase (or decrease) in the bidder's costs of materials and supplies after the base date shall be determined, one month in advance of any projected price change, and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to the bidder from the bidder's source of supply.

Bidder may reserve the right to allocate its product to its customer in a fair and equitable manner, if necessary, due to the reduction of the allocation from

Alternate #1 - Specifications - Continued

the source of supply to the bidder in accordance with any directives for mandatory allocation issued by an appropriate agency of the Federal Government.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Edward H. Lassus
Lassus Fuel Oil Inc.
Bidder or Agent

For Lassus Fuel Oil Inc.
Firm or Corporation

Subscribed and sworn to before me this 6th day of August, 1977

My Commission Expires

3-12-81

Rita Lassus Yarnall

REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 22, 1977

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department City Utilities Department of Purchases
4th Floor - City County Building City of Fort Wayne
Address One Main Street, Fort Wayne, Indiana

By *[Signature]*

BIDS WANTED - REFERENCE NO. 798

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Monday - August 8, 1977 at 10:30 A.M.
for the following items:

Annual Requirements of the following:

#2 Fuel Oil
#5 Fuel Oil
#1 Fuel Oil
#2D Diesel Fuel Oil
Special Diesel Mix

Affirmative Action is necessary.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By *[Signature]* A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

7-25-77

8-1-77

LEGAL NOTICE x

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Port Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid-----

----- Dollars, to be paid on demand to said City of Port Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Port Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Port Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Port Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐ Cashiers ☐ Check No. _____ in the sum of _____ Dollars on _____ Bank of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will Disqualify your Bid.)

List all Parties if Partnership

YASTE, ZENT & RYE, INC.

Authorized Agent

Witnessed by

By

SURETY

Lassus Fuel Co. Inc.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title

ER
PAL

Street Name and Number

City, State and Zip Code

Date

Reliance Insurance Company

Name of Company — Print or Type

Incorporated

In the State of: PA.

Address Philadelphia, Pa.

By

Sign on this Line

Attorney-in-fact

Date

August 8, 1977

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Leonard Shirley, Lane I. Ross, David J. Steffen and Helen F. Pyles, individually, of Fort Wayne, Indiana its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 28th day of October, 1976.

RELIANCE INSURANCE COMPANY



J. H. McDermott
Vice-President

STATE of Pennsylvania
COUNTY of Philadelphia } ss.

On this 28th day of October, 1976, personally appeared J. H. McDermott

_____, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



April 7, 1980

Margaret E. Cunningham
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, J. A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8 day of August, 1977



J. A. Daily
Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department As Required by Various Departments
or Division

Address

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Monday - August 8, 1977 - 10:30 A.M.

TAXES: THIS CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14468. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Estimated Annual Requirements of Fuel Oils and Diesel Fuel Oil from September 1, 1977 thru August 31, 1978		
Estimated Qty		Principal Bid - Firm Prices only		
		Item #1		
466,000	gal	No. 2 Fuel Oil, per Specifications		
		Item #2		
106,000	gal	No. 5 Fuel Oil, per Specifications		
		Item #3		
2,000	gal	No. 1 Fuel Oil, per Specifications		
		Item #4		
44,000	gal	No. 2 Diesel Fuel, per Specifications		
		Item #5		
25,000	gal	Special Diesel Mix, per Specifications		
		Alternate #1 - Prices with Escalator Clause - per Specifications		
		Each Bidder must submit a current 1977 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: Attached:		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES
 See instruction item No. 16 on reverse side hereof.
 Terms None % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Industrial Fuel Oils, Inc.

Per R. Harold Wells Corp. Secy.

Address 909 Wells StreetCity Fort Wayne, Ind. 46802 Date 8/3/77Page 1 of 12Ref. No. 798Date July 22, 1977

Date wanted

Fund
Appropriation No.

FUEL OIL TERM CONTRACT

For furnishing during the period of the contract and at the prices indicated, the requirements of the commodities listed herein, which may be required by the various Departments and Divisions of the City from time to time. It is understood that the quantities are approximate only and in no way shall govern the amount required during the period of the contract. The estimated quantities will be used solely for the purpose of making a comparison of Bids.

DELIVERY AND CONTRACT PERIOD:

The commodity shall be delivered to the various Departments of the City as needed and ordered beginning on September 1, 1977, and ending August 31, 1978.

Each release for delivery shall be evidenced by a Blanket Purchase Order issued on behalf of the using Department. A Departmental Purchase Order will be issued, against the Blanket Order, and scheduled by the using Department as required.

Deliveries generally will be made by metered tank trucks, except that when transport deliveries of 5000 gallons or more are scheduled in not over two stops, this method may be used. Transport deliveries shall be metered.

GRADE:

The fuel oil shall be free from acid, grit, and fibrous or other foreign matter likely to clog or injure the burner or valves.

PRICING - INVOICING:

The Bidder's price shall include all delivery charges and be submitted in the Bidder's proposal section included herein.

AWARD:

The prices shall be quoted in the units requested; however, the City reserves the right to accept or reject any item in the bid, or award the contract to one or more suppliers.

Fuel Oil Term Contract - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

ITEM #1 - SPECIFICATIONS#2 FUEL OIL

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °C.	100.
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 166,000 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTIONTank Truck Delivery

No. 2 Fuel Oil - Principal Bid - Firm Price per Gallon \$ _____

No. 2 Fuel Oil - Alternate #1 - Escalator Clause Price
per Gallon \$ _____

Transport Delivery

No. 2 Fuel Oil - Principal Bid - Firm Price per Gallon \$ _____

No. 2 Fuel Oil - Alternate #1 - Escalator Clause Price
per Gallon \$ _____

Item #1 - Specifications - Continued#2 FUEL OIL STORAGE FACILITIES

<u>Fuel Oil Tank Size</u>	<u>Location</u>	<u>Department</u>
1. 1,500	#13 Fire Station 1103 East California Road	Fire Department
2. 6,000	East Side of Building	Humane Shelter
3. 550	Historical Museum	Park Department
4. 275	Office, Lawton Park	Park Department
5. 275	Carpenter Shop Lawton Park	Park Department
6. 275	Asphalt Plant Sherman & Pape Streets	Park Department
7. 275	Paint Shop Lawton Park	Park Department
8. 275	Storage - Rear of 226 West Washington Blvd	Fire Department
9. 10,000	2601 Dwenger Avenue	Sewage Treatment
10. 10,000	1705 South Lafayette St.	Garage

Note: Not limited to the above locations

Item #2 - SpecificationsNo. 5 FUEL OIL

Approximately 106,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1977 through August 31, 1978. Transport refinery sealed acceptable.

Principal Bid - Firm Price	-	Per Gallon	\$ _____
Alternate #1 - Escalator Clause Price	-	Per Gallon	\$ <u>0.3790</u> **

Item #3 - SpecificationsNo. 1 FUEL OIL

Approximately 2,000 Gallons of #1 Fuel Oil for the year 1977-1978.

Principal Bid - Firm Price	-	Per Gallon	\$ _____
Alternate #1 - Escalator Clause Price	-	Per Gallon	\$ _____

To be delivered to various Departments, as required from September 1, 1977 thru August 31, 1978.

**** This price is subject to any decrease or increase in the freight rate or the refinery dock price.**

Item #4 - SpecificationsNo. 2D Diesel Fuel

Approximately 164,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1977-1978 as per specifications.

RECOMMENDED FUEL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphur (ASTM-D129)	Maximum 0.3%
DISTILLANTINN (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

Tank Truck Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price	-	Per Gallon \$	_____
Alternate #1 - Escalator Clause Price	-	Per Gallon \$	_____

Transport Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price	-	Per Gallon \$	_____
Alternate #1 - Escalator Clause Price	-	Per Gallon \$	_____

To be delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and Various Departments, as required for 1977 - 1978.

Item #5 - SpecificationsSpecial Diesel Mix

Approximately 26,000 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Tank Delivery - Special Diesel Mix

Principal Bid - Firm Price

Per Gallon \$ _____

Alternate #1 - Escalator Clause Price -

Per Gallon \$ _____

To be used by the Fire Department as required September 1, 1977 thru August 31, 1978. (Delivery to Various Fire Stations - Filtration Plant, 2601 Dwenger St. - Lawton Park, Part Department).

Alternate #1 - Specifications

Bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (Herein-after referred to as "Base Date") to the board having authority to award contracts. Any increase (or decrease) in the bidder's costs of materials and supplies after the base date shall be determined, one month in advance of any projected price change, and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to the bidder from the bidder's source of supply.

Bidder may reserve the right to allocate its product to its customer in a fair and equitable manner, if necessary, due to the reduction of the allocation from

Alternate #1 - Specifications - Continued

the source of supply to the bidder in accordance with any directives for mandatory allocation issued by an appropriate agency of the Federal Government.

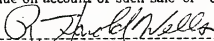
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} SS:
ALLEN COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



R. Harold Wells
Corporate Secretary

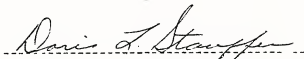
Bidder or Agent

For Industrial Fuel Oils, Inc.
Firm or Corporation

Subscribed and sworn to before me this 3rd day of August, 1977.

My Commission Expires

July 21, 1979



REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 22, 1977

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department City Utilities Department of Purchases
4th Floor - City County Building City of Fort Wayne
Address One Main Street, Fort Wayne, Indiana
By [Signature]

BIDS WANTED - REFERENCE NO. 798

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - August 8, 1977 at 10:30 A.M.
for the following items:

Annual Requirements of the following:

#2 Fuel Oil
#5 Fuel Oil
#1 Fuel Oil
#2D Diesel Fuel Oil
Special Diesel Mix

Affirmative Action is necessary.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By [Signature] A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

7-25-77

8-1-77

LEGAL NOTICE X

PROPOSAL AND BID SURETY FORM**PROPOSAL:**

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid—

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

..... Dollars

on Bank

of

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

**BIDDER
AND
PRINCIPAL**

**OTHER PARTIES INTERESTED IN
THIS PROPOSAL**

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Industrial Fuel Oils, Inc.

Name of Bidder—Print or Type

By R. Harold Wells

Signature of Person Authorized to Sign

R. Harold Wells

Title Corporate Secretary

909 North Wells St.

Street Name and Number

Fort Wayne, Ind. 46808

City, State and Zip Code

Date August 8, 1977

See Cover Letter

Reliance Insurance Company

Name of Company — Print or Type

Incorporated Pa.

In the State of:

Address Philadelphia, Pa.

By James J. Ross

Sign on this Line

Attorney-in-fact

August 8, 1977

SURETY

YASTE, ZENT & RYE, INC.

Authorized Agents

Witnessed by:

By

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Leonard Shirley, Lane I. Ross, David J. Steffen and Helen F. Pyles, individually, of Fort Wayne, Indiana its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 28th day of October, 1976.

RELIANCE INSURANCE COMPANY



STATE of Pennsylvania } ss.
COUNTY of Philadelphia }

On this 28th day of October, 1976, personally appeared J. H. McDermott

J. H. McDermott
Vice-President

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



April 7, 1980

Margaret E. Cunningham
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, J. A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 8 day of August, 1977



J. A. Daily
Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division As Required by Various Departments

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Monday - August 8, 1977 - 10:30 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE IS NO. 1466. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Units	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
Estimated	Qty	Estimated Annual Requirements of Fuel Oils and Diesel Fuel Oil from September 1, 1977 thru August 31, 1978		
		Principal Bid - Firm Prices only		
		Item #1		
166,000	gal	No. 2 Fuel Oil, per Specifications		
		Item #2		
66,000	gal	No. 5 Fuel Oil, per Specifications		
		Item #3		
2,000	gal	No. 1 Fuel Oil, per Specifications		
		Item #4		
164,000	gal	No. 2 Diesel Fuel, per Specifications		
		Item #5		
26,000	gal	Special Diesel Mix, per Specifications		
		Alternate #1 - Prices with Escalator Clause - per Specifications		
		Each Bidder must submit a current 1977 written Affirmative Action Program with their bid - or have it on file with our E.E.O. Office for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: Yes		
		Attached: <input checked="" type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES

See instruction item No. 16 on reverse side hereof.

Terms NET % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 1 days from receipt of order ☒ IF

IMPORTANT ☒

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Summit City Standard Inc.

Name of Company
By W. G. Lumsden Title President

Address 1111 Leeburg RoadCity Fort Wayne, Indiana 46808Date 8-3-77

Fuel Oil Term Contract - Continued

Invoices must be submitted to the using Department together with the City's standard claim form for each using Department.

ITEM #1 - SPECIFICATIONS#2 FUEL OIL

A.P.I. Gravity	30 Minimum
Viscosity, Saybolt Universal at 100°F.	32 - 38
Pour Point, °F.	-10
Flash Point, C.O.C., °F.	100
B.T.U. Per Gallon	138,000 Minimum

Estimated quantity of 166,000 Gallons is approximately 75% Tank and 25% Transport Delivery.

BIDDERS PROPOSAL SECTIONTank Truck Delivery

No. 2 Fuel Oil -	Principal Bid -	Firm Price per Gallon	\$ <u>N/A</u>
No. 2 Fuel Oil -	Alternate #1 - Escalator Clause Price	per Gallon	\$ <u>.4325</u>

Transport Delivery

No. 2 Fuel Oil -	Principal Bid -	Firm Price per Gallon	\$ <u>N/A</u>
No. 2 Fuel Oil -	Alternate #1 - Escalator Clause Price	per Gallon	\$ <u>.3885</u>

Item #2 - SpecificationsNo. 5 FUEL OIL

Approximately 106,000 Gallons of 200 Viscosity No. 5 Fuel Oil, delivered in Transport Tanker (Approximately 6500 Gallons) as required during the period of September 1, 1977 through August 31, 1978. Transport refinery sealed acceptable.

Principal Bid - Firm Price - Per Gallon \$ N/A

Alternate #1 - Escalator Clause Price - Per Gallon \$ N/A

Item #3 - SpecificationsNo. 1 FUEL OIL

Approximately 2,000 Gallons of #1 Fuel Oil for the year 1977-1978.

Principal Bid - Firm Price - Per Gallon \$ N/A

Alternate #1 - Escalator Clause Price - Per Gallon \$.4625

To be delivered to various Departments, as required from September 1, 1977 thru August 31, 1978.



SUMMIT CITY STANDARD, INC.

Jobber Products

1111 ~~XXX~~ LEESBURG ROAD FORT WAYNE, INDIANA 46808 PHONE 219-432 4822

August 3, 1977

City of Fort Wayne
Department of Purchases

REFERENCE BID NO. 798

ITEM 4

Please note our bid for item #4 No. 2D Diesel Fuel. Your specifications set out certain qualifications for a No. 2D Diesel Fuel which are not characteristic of a No. 2 Fuel Oil. Some of these differences are:

<u>SPECIFICATION</u>	<u>NO. 2D DIESEL FUEL</u>	<u>NO. 2 FUEL OIL</u>
Sulfer Wt. %	Maximum .3%	Maximum .5%
Cetane Rating	50 - 75	40 - 60
Water & Sediment %	Trace	.1%
Oxidation Inhibitor	Yes	No

These are a few of the differences between a No. 2 Diesel and a No. 2 Fuel Oil, obviously No. 2D Diesel Fuel has certain properties that make it unique for use in diesel engines as opposed to a No. 2 Fuel Oil which is refined to be used in furnaces.

Please note that our bid for Item #4 quotes prices for both a No. 2D Diesel Fuel (American Premier Diesel Fuel) and a No. 2 Fuel Oil.

American Premier Diesel Fuel will meet your specifications. We seriously doubt whether any other fuels on which you receive a bid will meet the specifications you have requested.

Item #4 - SpecificationsNo. 2D Diesel Fuel

Approximately 164,000 Gallons of No. 2D American Premier Diesel Fuel or equal for the year of 1977-1978 as per specifications.

RECOMMENDED FUEL OIL SPECIFICATIONS

Viscosity @ 100 of (ASTM-D88)	35 to 40 S.U. Seconds
Gravity °A.P.I. (ASTM-D287)	Minimum 30°
Conradson Carbon (ASTM-D189)	Maximum .5%
Ash (ASTM-D482)	Maximum .02%
B. S. & W. (ASTM-D96)	Maximum .1%
Sulphur (ASTM-D129)	Maximum 0.3%
DISTILLANTINN (ASTM-D158)	
10% Recovery	475°F Maximum
90% Recovery	675°F Maximum
Ignition Quality (ASTM-D613)	50 to 75 Cetane Number or Equivalent other Ignition Index.

Fuel Oil to be from non-cracking process and contain an oxidation inhibitor.

Tank Truck Delivery - No. 2D Diesel Fuel

	AMERICAN PREMIER DIESEL FUEL	NO. 2 FUEL OIL
Principal Bid - Firm Price -	Per Gallon \$ <u>N/A</u>	<u>N/A</u>
Alternate #1 - Escalator Clause Price -	Per Gallon \$ <u>.4425</u>	<u>.4325</u>

Transport Delivery - No. 2D Diesel Fuel

Principal Bid - Firm Price -	Per Gallon \$ <u>N/A</u>	<u>N/A</u>
Alternate #1 - Escalator Clause Price -	Per Gallon \$ <u>.4025</u>	<u>.3885</u>

To be delivered to Water Pollution Control Plant, 2626 Dwenger Avenue and
Various Departments, as required for 1977 - 1978.

Item #5 - SpecificationsSpecial Diesel Mix

Approximately 26,000 Gallons of Special Diesel Mix, as per the following detailed specifications.

RECOMMENDED SPECIAL DIESEL MIX SPECIFICATIONS:

70% of #2 Diesel Fuel

30% of #1 Fuel Oil

Tank Delivery - Special Diesel Mix

Principal Bid - Firm Price

Per Gallon \$ N/A

Alternate #1 - Escalator Clause Price -

Per Gallon \$.441

To be used by the Fire Department as required September 1, 1977 thru August 31, 1978. (Delivery to Various Fire Stations - Filtration Plant, 2601 Dwenger St. - Lawton Park, Part Department).

Alternate #1 - Specifications

Bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted (Herein-after referred to as "Base Date") to the board having authority to award contracts. Any increase (or decrease) in the bidder's costs of materials and supplies after the base date shall be determined, one month in advance of any projected price change, and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to the bidder from the bidder's source of supply.

Bidder may reserve the right to allocate its product to its customer in a fair and equitable manner, if necessary, due to the reduction of the allocation from

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} SS:
_____ Allen _____ COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

W. G. Lawrence

Bidder or Agent

For Summit City Standard Inc.

Firm or Corporation

Subscribed and sworn to before me this 3rd day of August, 1977

My Commission Expires

1-27-78

Ruth Kramer

RUTH KRAMER

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Seven Thousand Five Hundred Dollars and No/100

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will Disqualify your Bid.)

..... Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

Terrence J. Rupprecht

SURETY



SUMMIT CITY STANDARD INC.

Name of Bidder—Print or Type

By *W. H. [Signature]*
Signature of Person Authorized to Sign

Title President

1111 Leesburg Road

Street Name and Number

Fort Wayne, Indiana 46808

City, State and Zip Code

Date August 3, 1977

Auto-Owners (Mutual) Insurance Company

Name of Company—Print or Type

Incorporated In the State of: Michigan

Address Lansing, Michigan

By *Real [Signature]*
Sign on this Line

Date August 8, 1977

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

OF LANSING, MICHIGAN

NO.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY OF LANSING, MICHIGAN, a Michigan Corporation, having its principal office in the City of Lansing, County of Ingham, State of Michigan, pursuant to the following Resolution, adopted by the directors of the said Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

does hereby constitute and appoint H. Stanley Huff Jr., Donald F. Campbell, Ruth Kramer,
jointly or severally, Fort Wayne, Indiana

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed Five Hundred Thousand and no/100 (\$500,000.00) Dollars,

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AUTO-OWNERS (MUTUAL) INSURANCE COMPANY OF LANSING, MICHIGAN, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY OF LANSING, MICHIGAN, has

caused these presents to be signed and its corporate seal to be affixed by its authorized officer this first day

of March, 1973

R. E. Moulton

R. E. Moulton, President

W. P. Jamieson
W. P. Jamieson
STATE OF MICHIGAN } ss.
COUNTY OF INGHAM }

Secretary

On this first day of March, 1973, before me a notary public, came the individual, to me personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY OF LANSING, MICHIGAN; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Lansing, the day and year first above written.

My commission expires February 20, 1977

Jeanne E. Dunn
Jeanne E. Dunn

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF INGHAM }

I, W. P. Jamieson, Secretary of the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY OF LANSING, MICHIGAN, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said Auto-Owners (Mutual) Insurance Company of Lansing, Michigan, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In WITNESS WHEREOF, I have hereunto subscribed my name as

Secretary, and affixed the corporate seal

of the Company at the City of Lansing, Michigan, this 8th day of August, 1977

W. P. Jamieson
Secretary



AUTO-OWNERS (MUTUAL) INSURANCE COMPANY LANSING, MICHIGAN

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Summit City Standard, Inc., as Principal,
and the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, a corporation organized under the laws of
the State of Michigan, and having its principal office in the City of Lansing, Michigan, as Surety, are held
and firmly bound unto City of Fort Wayne, Indiana

in the penal sum of (\$ _____)

-- 5% of the amount bid ----- Dollars,
lawful money of the United States of America, for which payment, well and truly to be made, we jointly
and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 8th day of August, 19 77

WHEREAS the aforesaid Principal has submitted its bid for furnishing heating oil.
(If a bid bond insert "submitted its bid for, etc.")

(If a Contract Bond insert "entered into written contract with aforesaid Obligee dated, etc.")

(If a Public Official Bond insert "been elected or appointed (name) for the term beginning (date) and ending (date)")

(If a License or Permit Bond insert "been granted a license or permit as (name business) by the said Obligee for the period of one year from (date)")

(If a Probate Bond insert "been appointed [Executor, Administrator, Guardian, Conservator] of the estate of [name of deceased, minor or incompetent]")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal

shall be awarded the contract upon said bid and undertake said contract

(If a Bid Bond insert "be awarded the contract upon said bid and undertake said contract")

(If a Contract Bond insert "comply with the terms and conditions of the aforesaid contract")

(If a Public Official Bond insert "faithfully perform the duties of said office")

(If a License or Permit Bond insert "comply with the laws of the aforesaid Obligee governing said License or Permit")

then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED: FIRST: - That the liability of the Surety shall in no event exceed the penalty of this Bond.

SECOND: - If this is a Bid Bond, any proceedings at law or in equity brought against said Surety to re-
cover any claim hereunder, must be instituted within six (6) months from the date of this
instrument.

no further conditions

(If no further conditions insert "no further conditions.")

Summit City Standard, Inc.

By: W. L. Lawrence
Principal

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

By: Ruth Kramer
Attorney-in-Fact



TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES BLANKET PURCHASE ORDER NO. B-9155DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CITY UTILITIES BLANKET PURCHASE ORDER NO. B-9155 - GLADIEUXREFINERY, INC., PER BID #798, FOR THE FILTRATION PLANT, CITY UTILITIES GARAGEAND WATER POLLUTION CONTROL PLANT. (FUEL OIL, DIESEL FUEL AND SPECIAL DIESEL MIX)(SEE ATTACHED MEMORANDUM)EFFECT OF PASSAGE ACQUISITION OF FUEL FOR ABOVE-DESCRIBED DEPARTMENTEFFECT OF NON-PASSAGE IMPAIRMENT OF OPERATIONSMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ESTIMATE - APPROXIMATELY \$127,100.26

ASSIGNED TO COMMITTEE _____